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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
NORTHWEST IRONWORKERS HEALTH
AND SECURITY FUND, NORTHWEST
IRONWORKERS RETIREMENT TRUST,
NORTHWEST FIELD IRONWORKERS
ANNUITY TRUST FUND, and
NORTHWEST IRONWORKERS &
EMPLOYERS APPRENTICESHIP &
TRAINING TRUST FUND,

Plaintiffs,

v.

NORTH COAST IRON CORP, a
Washington Corporation, UBI No.
603241293, Contractor's License No.
NORTHCI887PN; and IRONSHORE
INDEMNITY INC., BOND NO.
SUR40009296;

Defendants.

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT AND DELINQUENT
CONTRIBUTIONS and COLLECTION OF
FRINGE BENEFIT BOND

The plaintiffs allege as follows:

I. PARTIES, JURISDICTION & VENUE

1 1. Plaintiffs are the Boards of Trustees of the Northwest Ironworkers Health and
 2 Security Fund, Northwest Ironworkers Retirement Trust, Northwest Field Ironworkers
 3 Annuity Trust Fund, and Northwest Ironworkers & Employers Apprenticeship & Training
 4 Trust Fund (hereafter the “Trusts”). Trusts are joint labor-management trust funds created
 5 under Section 302(c) of the Labor Management Relations Act (“the Act”), 29 U.S.C. § 186(c)
 6 and the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001, *et*
 7 *seq.* as amended.

8 2. Defendant North Coast Iron Corp (hereafter “North Coast”), a Washington
 9 corporation, is engaged in business within the jurisdiction of the court.

10 3. North Coast’s principal offices are located in Anacortes, WA 98221.

11 4. North Coast performs business in King County.

12 5. Defendant Ironshore Indemnity Inc. (hereafter “the Surety”), is a Minnesota
 13 corporation engaged in the business of providing insurance and surety bonds at various
 14 locations throughout Washington State.

15 6. The Boards of Trustees of the Trusts are fiduciaries as defined by ERISA §402
 16 (a)(1), 29 U.S.C. § 1102(a)(1).

17 7. Jurisdiction over all ERISA claims and venue are conferred on this court by the
 18 Trust Agreements and Section 502 of ERISA, 29 U.S.C. §1132.

19 8. Because Plaintiffs’ claims against Defendant North Coast and the Surety arise
 20 out of a common nucleus of operative facts, this Court also has supplemental jurisdiction over
 21 the Plaintiffs’ state law claims against these Defendants pursuant to 28 U.S.C. § 1367.
 22

II. FIRST CLAIM FOR RELIEF: BREACH OF COLLECTIVE BARGAINING AGREEMENT/DELIQUENT CONTRIBUTIONS

9. The Trusts re-allege the facts set forth in paragraphs 1 through 8 above as if stated fully herein, and further allege as follows:

10. At all material times, North Coast has been signatory to a collective bargaining agreement (“CBA”) with the District Council of Iron Workers of the Pacific Northwest, and associated Iron Workers Local Unions, which incorporates by reference the Trust Agreements for Trust Funds.

11. The CBA and Trust Agreements require North Coast to make contributions to the Trusts on behalf of covered employees.

12. At all material times, North Coast has employed employees for whom employee contributions and/or withheld wages are due under the CBAs.

13. At all material times, North Coast has failed and/or refused to timely make required monthly contributions for such employees to the Trusts.

14. North Coast owes \$188,324.68 in contributions to the Trusts for May 2019.

15. North Coast owes an unknown amount of contributions for June 2019 through current. The final amount will be proven on motions or at trial.

16. Under the terms of the CBAs, Trust Agreements and ERISA section 502(g)(2), North Coast is obligated to pay liquidated damages, interest, reasonable attorney’s fees, and costs and expenses of suit.

17. For May 2019, North Coast failed to make timely payment of its contributions resulting in \$36,195.02 in liquidated damages, \$3,308.86 in interest (calculated through July 16, 2019), and \$100 in attorney fees for May 2019.

1 18. North Coast owes an unknown amount in contributions, liquidated damages,
2 interest, and referral attorney fees for the months of June 2019 through current. The final
3 amount will be proven on motions or at trial.

4 III. SECOND CLAIM FOR RELIEF: ENFORCEMENT OF FRINGE BENEFIT BOND

5 19. The Trusts re-allege the facts set forth in paragraphs 1 through 18 above as if
6 stated fully herein, and further allege as follows:

7 20. Effective March 23, 2016, the Surety issued fringe benefit Bond No.
8 SUR40009296 in the sum of \$25,000 to guarantee payment of employee benefit contributions
9 due to the Trusts from North Coast. In accordance with the terms of the collective bargaining
10 agreement, in the event North Coast is delinquent in paying the monthly contributions, the
11 Trusts have exclusive authority to recover any such delinquency from the benefit bond posted
12 by North Coast.

13 21. As of the date of this complaint, North Coast owes the Trusts \$227,928.55
14 comprised of \$188,324.68 in employee benefit contributions, \$36,195.02 in liquidated
15 damages, \$3,308.86 in interest (calculated through July 16, 2019), and \$100 in attorney fees
16 for May 2019.

17 22. North Coast owes the Trusts an unknown amount for June 2019 through
18 current.

19 23. The Surety is liable to the Trusts up to the penal sum of its bond for North
20 Coast's unpaid contributions and late fees.

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IV. PRAYER FOR RELIEF

The Trusts pray for judgment as follows:

- A. Against North Coast Iron Corp for \$227,928.55 comprised of \$188,324.68 in employee benefit contributions, \$36,195.02 in liquidated damages, \$3,308.86 in interest (calculated through July 16, 2019), and \$100 in attorney fees for May 2019.
- B. Against North Coast Iron Corp for all amounts found to be due and owing for June 2019 through current;
- C. Against Defendant Ironshore Indemnity Inc., the Surety, for an order in an amount not to exceed \$25,000, the penal sum of the fringe benefit bond;
- D. For reasonable attorneys' fees, costs, and expenses of suit; and
- E. For such other and further relief as this court deems just and equitable.

DATED this 16th day of July, 2019.

/s/ Noelle E. Dwarzski
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